

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: IT Pilot Project Agreement - The Villages Technology Solutions Group

REQUESTED ACTION: Approve the Agreement

☐ Work Session (Report Only) **DATE OF MEETING:** 5/10/2011

☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: N/A

☐ Annual

☐ Capital

☒ N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The final downsizing of the IT Department is proposed with this agreement which allows for an immediate shift in the overall technical management of our IT infrastructure and services. This pilot project provides a potential outlet for our employees to be offered employment prior to the recommended elimination of the positions they currently serve as will be recommended in my FY 11/12 budget proposal to the BOCC.

**AGREEMENT FOR A PILOT PROJECT
RELATING TO INFORMATION TECHNOLOGY SERVICES**

THIS AGREEMENT is made and entered into by and between the **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 7375 Powell Road, Wildwood, FL 34785 (hereinafter referred to as "**SCBOCC**") and **THE VILLAGES OPERATING COMPANY**, a Florida corporation whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 d/b/a **THE VILLAGES TECHNOLOGY SOLUTIONS GROUP** (hereinafter referred to as "**TSG**"). From time to time in this contract, SCBOCC and TSG may be referred to as the Parties.

WITNESSETH:

WHEREAS, SCBOCC desires to enter into an agreement with TSG for the purposes of a pilot project involving certain employees of SCBOCC; and

WHEREAS, TSG and SCBOCC have previously entered into agreements for the provision of Information Technology services to SCBOCC, specifically "General IT Support Services Agreement" approved by SCBOCC on March 23, 2010 and "Programming Services Agreement" approved by SCBOCC on March 9, 2010; and

WHEREAS, the Parties hereto deem it in their respective best interests, and each will best be served by entering into this Agreement for the provision by management services by TSG for certain employees of SCBOCC.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

TERM OF AGREEMENT/ EFFECTIVE DATE

The Term of Agreement shall commence on the Effective Date and shall continue until September 30, 2011. The Effective Date will be the last date of execution of this Agreement by the Parties.

Notwithstanding anything herein to the contrary, this Agreement and said Pilot Project may be terminated at any time, by either Party, with or without cause, upon ten (10) days prior written notice of intent to terminate, delivered to the non-terminating Party.

JOB ASSIGNMENT OF SCBOCC EMPLOYEES

During the Term of Agreement, TSG agrees to manage and supervise the employment of certain employees of SCBOCC. The employees participating in the Pilot Project shall be: George

Robinson, John Brinson and Ed Watson (hereafter "County Employees"). The County Employees shall work under the task direction of TSG, but shall remain employees of SCBOCC. The Parties acknowledge and agree that TSG will assign County Employees to work on SCBOCC projects, or projects for any other non-profit governmental entity located in, and servicing citizens of Sumter County, Florida. TSG agrees to report each County Employee's weekly work hours to SCBOCC, to ensure compliance with SCBOCC's policies and regulations. The County Employees, while working under the direction of TSG, in addition to being subject to SCBOCC's policies and procedures, will be subject to the procedures and policies of TSG. SCBOCC shall continue to provide payroll and human resource services to the County Employees, in the same manner that it provides to all other employees of SCBOCC. In the event that one or more of the County Employees resigns from or is terminated from his SCBOCC employment during the Pilot Project, SCBOCC shall not be obligated to replace said position for the purposes of this Agreement. Each of the County Employees will be assigned to a Supervisor with TSG, at the discretion of TSG. The County Employees will be instructed by SCBOCC to report to work at a time and location specified and operated by TSG.

EVALUATION FOR JOB POSITION

From the Effective Date of this Agreement until June 30, 2011 TSG shall evaluate the work performance of the County Employees assigned under the terms of this Agreement. On or before June 30, 2011, TSG will notify SCBOCC of its intent to provide an offer of employment to any of the County Employees. Any of the County Employees who TSG determines, in its sole discretion, will not be offered a position will be reassigned by SCBOCC on or before July 1, 2011, to a County facility and that individual will no longer provide services through or be supervised by TSG. Any of the County Employees who TSG determines, in its sole discretion, will be offered a position of employment with TSG will continue their assignment at TSG until September 30, 2011, as employees of SCBOCC. No offer of employment made by TSG to any County Employees will be effective until TSG and the County Employee have entered into a written agreement on the terms of employment, or October 1, 2011, whichever is later. Any claim for injury or loss arising out of the course and scope of employment by any one or more of the County Employees shall be administered and paid entirely by SCBOCC and/or its' insurance carriers and programs. Nothing in this Agreement shall be construed to limit or restrict SCBOCC's right to claim any sovereign immunity protections afforded to it under the law.

INSURANCE

TSG shall provide and maintain, during the life of this Agreement, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

SCBOCC shall maintain, during the life of this Agreement, statutory worker's compensation coverage specifically covering the County Employees, and shall provide all other insurance benefits to the County Employees pursuant to the rules, regulations and policies of SCBOCC.

HOLD HARMLESS

With regard to the work or services to be performed or provided by TSG, the Parties acknowledge and agree that SCBOCC shall not be liable to TSG, or to any other individual or entity who may have the right to make a claim for damages against TSG, resulting from any relationships, acts or omission of TSG or its employees, in the performance of work or services performed or provided by TSG on behalf of SCBOCC.

ASSIGNMENT

Neither Party shall have the right or power to assign any of the duties or obligations required by this Agreement, or any rights or claims arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the express written consent of the other Party. These conditions and the entire Agreement are binding upon the heirs, successors, and assigns of the Parties hereto.

NO THIRD PARTY BENEFICIARIES

This Agreement is not intended by the Parties to provide any rights or benefits to anyone other than the TSG and SCBOCC.

NOTICE

Any notice required by this Agreement shall be in writing and served by personal delivery or by registered or certified mail, addressed to:

As to the SCBOCC: SCBOCC Administrator
Sumter BOCC
7375 Powell Road, Suite 200
Wildwood, FL 34785

As to TSG: C. Dale Borrowman
The Villages Technology Solutions Group
1026 Canal Street
The Villages, Florida 32162

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other Party.

MODIFICATIONS AND AMENDMENTS

This Agreement may only be modified or amended by a written document, signed by authorized representatives of the TSG and SCBOCC.

ATTORNEYS' FEES

In the event litigation is required by either Party to enforce the terms of this Agreement, the prevailing Party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for its reasonable attorney's fees incurred by reason of such action, together with all costs associated with any such suit, and those incurred in preparation thereof at both the trial and appellate levels, and in bankruptcy proceedings.

ENTIRE AGREEMENT

This Agreement, including all exhibits which are attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the Parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the Parties regarding the same subject matter. No representations, inducements, promises, or agreements between the Parties not otherwise embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereof, shall be effective unless in writing and signed by all Parties hereto.

SEVERABILITY CLAUSE

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire Agreement shall be severable and remain in full force and effect.

JURISDICTION

The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, the Parties agree that venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Sumter County, Florida.

AUTHORITY

Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power and authority to execute this Agreement on behalf of the Party for

whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

MISCELLANEOUS

TSG and SCBOCC acknowledge that the Parties and their counsel have reviewed and revised this Agreement, and that the normal rule of construction (ambiguities are to be resolved against the drafting party) shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates reflected above each signature.

DATE OF EXECUTION: _____

SUMTER SCBOCC, FLORIDA

Don Burgess, Chairman
Board of SCBOCC Commissioners

ATTEST:

_____, Clerk

**Approved as to Form
And Legal Sufficiency**

County Attorney

DATE OF EXECUTION: _____

THE VILLAGES OPERATING COMPANY
d/b/a The Villages Technology Solutions Group

By:_____

Name:_____

Title:_____

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